

## **APPENDIX G**

### **SUBCONTRACTOR'S AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a body politic of the state of Utah, hereinafter referred to as "Contractor," and \_\_\_\_\_, a non-profit corporation organized under the laws of the state of Utah, hereinafter referred to as "Subcontractor."

#### **WITNESSETH:**

WHEREAS, Contractor will enter into a Contract Agreement with the Utah Department of Community and Economic Development, Division of Housing and Community Development, hereinafter referred to as the "Block Grant Agreement," and

WHEREAS, Contractor desires to subcontract with Subcontractor to provide said project as outlined in Attachment C, Scope of Work, and

WHEREAS, the Subcontractor desires to perform the project for Contractor as outlined in the Scope of Work, upon the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the Block Grant Agreement. A copy of said Block Grant Agreement, which is incorporated herein and by this reference made a part hereof, shall be made available to Subcontractor upon written request.
2. Contractor hereby agrees to pay to Subcontractor such funds as it may receive, and shall make available all rights, privileges and responsibilities Contractor may have under the Block Grant Agreement, subject to Subcontractor's full performance of the terms and conditions hereof.
3. Subcontractor shall provide the services set forth in the scope of work, and in doing so shall, in addition to the requirements of Paragraph 1, above, perform according to the provisions of the attached Standard Terms and Conditions, any Additional Terms and Conditions; and other, Performance Requirements Established by Contractor, if any. A copy of each Attachment is attached hereto and by this reference made a part hereof.

4. Subcontractor acknowledges that Contractor, as a condition of receiving a block grant under the Block Grant Agreement, has agreed to hold the state of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event Contractor fails to comply with the terms of the Block Grant Agreement. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by Contractor in its obligations to state of Utah under the Block Grant Agreement, Subcontractor hereby agrees to hold Contractor harmless from any and all such claims, damages, loss, or injury as Contractor may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this Agreement.

WHEREFORE, the parties have signed this Contract the day and year first above written.

#### CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

#### ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

#### SUBCONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_